

Mahaska Co.

Teamsters #238 (Sheriff)

7/1/2005 6/30/2007

MAHASKA CO. / TEAMSTERS (SHERIFF)

05-07

AGREEMENT

BETWEEN

MAHASKA COUNTY
SHERIFF'S OFFICE

AND

TEAMSTERS LOCAL UNION 238

July 1, 2005

to

June 30, 2007

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**COLLECTIVE BARGAINING AGREEMENT
(Mahaska County Sheriff's Office)**

THIS AGREEMENT entered into by and between MAHASKA COUNTY, IOWA, hereafter referred to as the "Employer", and TEAMSTERS LOCAL 238, affiliated with the International Brotherhood of Teamsters, hereafter referred to as the "Union". Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act.

**ARTICLE 1
RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining representative for those employees of the Employer in the following bargaining unit established pursuant to Order of Certification in PERB Case No. 6674.

INCLUDED: All employees of the Mahaska County Sheriff's Office, including full and part-time Deputies, Jailers and Civil Clerks.

EXCLUDED: Sheriff, First Deputy and Jail Administrator and all others excluded by the Act.

**ARTICLE 2
EMPLOYER RIGHTS**

It is expressly understood and agreed that all functions, rights, powers and authority vesting in Mahaska County, its Board of Supervisors and Sheriff, which are not specifically limited by the express language of this agreement, are retained according to Chapter 20.7 of the Act.

The list of management rights set forth in Chapter 20.7 is not exclusive and is understood that except as specifically and expressly modified by this Agreement, all rights, power, authority and prerogatives that the Employer had prior to this Agreement are retained by and reserved to the Employer and shall remain within its exclusive control. The rights set out above and included within this section are not subject to the Grievance Procedure contained in this Agreement unless specifically and expressly permitted by a later section of this Agreement.

**ARTICLE 3
DUES CHECK-OFF**

The Employer agrees to deduct Union dues, initiation fees, Credit Union and D.R.I.V.E.

contributions from the pay of each employee who executed or has executed the proper authorization form, all in the manner of the law.

The deductions may be made each per pay period in equal amounts and the aggregate deductions of all employees shall be remitted to the Union within a reasonable length of time after such deductions are made.

The Union agrees to indemnify and hold the County harmless against any and all claims, suits, orders or judgments brought or issued against the County as a result of any action taken or not taken by the County under the provisions of this Article.

ARTICLE 4 HOURS OF WORK AND OVERTIME

Section 1 Determination of daily and weekly hours of work shall be made by the Sheriff. The workweek(s) once established will remain in effect until notice is given to the employees as much in advance as possible of a schedule change. Duty assignments will be made by the Sheriff.

Section 2 The regular work day shall consist of eight (8) or eight and one half (8½) hours with one half (1/2) hour for lunch and two (2) fifteen (15) minute break periods or one hour for lunch. Each employee is expected to be on duty at all times (Lunches and breaks are not duty free).

Section 3 Overtime shall be paid at the rate of time and one-half (1½) the employee's straight time hourly rate for all hours worked in excess of the employee's regular shift for example:

1. Clerical employees working M-F over 40 hours per week
2. Deputies and Jailers over 86 hours per pay period

Sheriff Deputies and Jailers are normally scheduled to work 42 ½ hours per week, or 85 hours per two week pay period. These employees are, however, paid for 86 hours each two week pay period for their 85 hours of work. It is agreed and understood by the parties that when an employee is required to work up to one hour of overtime, ie. The 86th hour, during any given pay period there will be no additional compensation for that extra hour. All work done beyond the 86th hour will then be compensated at the appropriate rate.

Section 4 Time worked shall include pre-approved compensated leave, ie. Vacation, Holiday, Comptime, Sick leave etc. The employee may request the option to receive pay for overtime worked or take compensatory time off at the rate of one and one-half (1½) hours for each hour and fractions thereof of overtime worked. The maximum comptime accrual shall be 32 hours. The employee may request the option to take a percentage of the accrued comptime as payment of overtime once every six months.

The request may or may not be approved by the Sheriff.

Section 5 Employees within the above-cited classifications and divisions shall not receive extra or bonus pay for Saturdays or Sundays worked as part of their assigned duty schedule.

Section 6 Employees may exchange shifts with other employees, providing 1) the shift exchange is mutually agreed to by the employees; 2) the exchange occurs in the same pay period; 3) the exchange does not result in overtime; 4) the exchange is approved by the Sheriff or his designee.

ARTICLE 5 SENIORITY

Section 1 Seniority is the length of a regular full time employee's continuous service with the Employer, calculated from the employee's most recent date of hire or rehire. Seniority shall be accrued on a job classification basis in the Sheriff's Department.

Section 2 New employees shall be on probation and have no seniority rights or recourse to the grievance procedure for a period of six (6) months. Deputy Sheriff's probation shall be according to the Iowa Code Section 341A.11. If retained, his or her seniority shall be calculated from the first date of hire or rehire.

Section 3 An employee shall lose his seniority rights, and the employment relationship shall be broken and terminated as follows:

- a. Quits or retires.⁸
- b. Engages in other work while on paid leave of absence, or overstays such leave.
- c. Is absent for three (3) consecutive days without notice to the Employer, unless evidence satisfactory to the Employer is presented clearly establishing that the employee was physically unable to give such notice.
- d. Is laid off "out of door" for a period exceeding twelve (12) continuous months.

Section 4 - Layoff When the work force is to be reduced, the Employer will select the job classification to be reduced and notice will be given at least two weeks in advance of layoff, or two weeks pay in lieu thereof. The layoff will be accomplished in the following sequence: part-time employees, probationary employees, and finally regular employees by seniority.

Employees to be recalled after being on layoff shall be notified five (5) working days in advance in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record. The employee must respond to such notice within three (3) days after receipt thereof and make arrangements to return to work. Failure to respond will forfeit all recall rights.

Section 5 - Part-time Employees Regular Part-time Employees are those who are scheduled to work no less than thirty two (32) hours per week, but less than forty (40)

hours per week on a continuous basis. The Employer also agrees to give regular part-time employees first chance at full time employment should a vacancy exist and they have the qualifications and ability to perform the job before hiring from the outside.

ARTICLE 6 BIDDING AND TRANSFER PROCEDURE

Definitions A bona fide vacancy is an existing position within a classification or shift which has been vacated by an employee. A new job or shift is one which has been created and never held by an employee.

A-Bidding

Section 1 The Sheriff shall have sole discretion to fill a bona-fide vacancy. All vacancies and new jobs or shifts will be posted for bid within the classification.

Section 2 A vacancy or new job in existing classification or shift will be posted within five (5) calendar days from the date of such vacancy. The job will remain posted for five (5) work days, during which time employees in like job classifications may bid for the vacancy and seniority will be considered, however the Sheriff shall have the final discretion.

Section 3 The job vacancy following as a consequence of a successful bid to a true vacancy will be posted for bid.

B - Transfer

Section 1 Employees interested in a vacancy in the department but in a different classification shall complete an application and apply for the job. The Sheriff shall not be obligated to award the transfer to any employee deemed not qualified. The Sheriff shall have the sole discretion in determining qualifications.

Section 2 If, after a reasonable amount of time, not to exceed thirty (30) work days, the transferred employee fails to perform satisfactorily the duties of the position, the Sheriff may remove said employee and return them to their former job.

Section 3 No employee shall be eligible for transfer within the twelve (12) months immediately following the approved transfer, except with express and written permission of the Sheriff.

Section 4 Temporary job assignment shall not result in a reduction of the regular pay rate of the transferred employee, and an employee temporarily transferred to a higher rate of pay shall receive entry rate for same, or his/her regular rate, whichever is higher. Employees requesting transfer will be paid according to the rate for that job.

ARTICLE 7 LEAVE OF ABSENCE

A - Unpaid Leaves

Section 1 The Sheriff may, at his discretion, authorize an employee's absence without pay.

Section 2 Upon return from leave of absence without pay, the employee shall return to his former job, if physically qualified, and if the position is vacant, or to another equivalent position in accordance with his/her qualifications and ability.

Section 3 An employee granted an unpaid leave of absence, other than sickness, shall not be eligible for fringe benefits, holiday pay, accrued retirement, vacation, sick leave, during the period of such leave.

B - Paid Leaves

Section 1 Full-time regular employees begin to accrue sick leave at the end of the first full month of employment, at the rate of eight hours per pay month, up to a limit of 736 hours, of which 640 hours will be the allowed maximum hours of accumulation. 96 hours or any part of the 96 hours earned above the 640 hours will be paid out to the employee. Payment will be computed as follows: one half hourly rate times hours earned over 640 hours up to the maximum of 96 hours. No payment for sick leave over 640 hours will be due employees not completing a full year of employment.

Section 2 Officially designated holidays falling within a period of sick leave shall not be counted against sick leave.

Section 3 The Employer reserves the right to require satisfactory proof of illness, which may include a physician's statement or other evidence, after three days of absence. Such evidence may be required for any absences when an employee has been advised in advance.

Section 4 Sick leave will be charged by actual hours used. No employee shall be entitled to paid sick leave in excess of the amount of such leave accumulated to his/her credit.

C - On The Job Injury

Section 1 An employee may supplement workers' compensation benefits with accumulated sick leave, vacation or compensatory time if the employee requests the supplement in writing. The County will then compensate the employee for the difference between his/her workers' compensation payment and the available sick leave, vacation or compensatory time payment. The employee's accumulated sick leave, vacation or compensatory time will be reduced accordingly.

ARTICLE 8 GRIEVANCE PROCEDURE

A grievance shall be defined as a dispute as to the application or interpretation of any part or clause of this Agreement.

The parties agree to act in good faith to resolve any grievance presented by an employee. Such grievances may be presented at the first step of the procedure within 7 calendar days of the incident giving rise to the complaint. The procedure is as follows:

- Step 1 The employee shall present a written grievance to the employee's immediate supervisor who shall respond within 10 calendar days.
- Step 2 If not resolved, the employee shall within 10 calendar days, present the grievance to the Sheriff who shall respond within 15 calendar days.
- Step 3 If not resolved, the grievance may be submitted to arbitration with 10 calendar days after the decision in Step 2 by submitting written notice to the County Board of Supervisors. Such notice will specify the sections alleged to have been violated. The parties shall promptly meet to agree on an arbitrator or to request a panel of 7 arbitrators from the Iowa Public Employment Relations Board and by alternately striking names, an arbitrator will be selected.

The arbitrator shall not have the power to add to, subtract from, or modify the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties.

The arbitrator's fees and expenses shall be shared equally by the Employer and the Union. However, each party shall be responsible for compensating their own representatives and witnesses as well as paying for necessary transcripts of the proceedings, if desired.

The failure of the employee to appropriately present the grievance within the specified time limits shall render the matter resolved and not subject to further appeal. All written grievances must be signed by the affected employee(s). Employees are entitled to Union representation at all steps in the grievance procedure.

When necessary, employees and their representatives, if an employee of the County, shall be released from work without loss of pay for a reasonable time for the investigating and settling of grievances, provided the Supervisor is given sufficient advance notice to adjust work schedules.

All time limits contained in this Article may be extended by mutual agreement.

ARTICLE 9 HOLIDAYS

Regular full time employees are eligible to receive Holiday Pay for the following holidays:

New Years
Presidents Day
Memorial Day
Independence Day
Labor Day
One Personal Day

Veterans Day
Thanksgiving Day
Day after Thanksgiving
one half day on Christmas Eve
Christmas Day

Regular full time employees who do not work on a holiday will receive Holiday Pay for eight (8) hours straight time pay, or may request 8 hours of comptime in lieu of cash payment.

Regular full-time employees who work on holidays shall be paid at the rate of one and one half (1½) times the regular hourly rate of pay for all hours worked on the holiday plus the Holiday Pay. An employee required to work on the actual holiday may, in lieu of Holiday Pay, request compensatory time off for the holiday.

Employees on a Monday – Friday schedule

Holidays falling on a Saturday are normally observed on the preceding Friday.

Holidays falling on a Sunday are normally observed on the following Monday.

Employees working other than Monday – Friday schedule

Holidays will be observed on the actual holiday.

ARTICLE 10 VACATION

Employees shall be granted paid vacation to be administered according to the following schedule:

<u>Years of continuous service</u>	<u>Vacation per year</u>
Completion of 1 year	40 hours
Completion of 2 years	80 hours
Completion of 6 years	88 hours
Completion of 7 years	96 hours
Completion of 8 years	104 hours
Completion of 9 years	120 hours
Completion of 11 years	128 hours
Completion of 18 years	144 hours

Vacations are to be taken weekly, however after two years of employment one week

may be taken one day at a time. Vacation pay will be paid at the employee's current hourly rate.

In December of each year employees, by seniority, shall select one week of vacation for the following year. Each employee shall have three (3) days to pick or pass. Once every employee has been through the list the first time, it reverts back to the senior person and the process begins again the same way with one exception, employees may select two consecutive weeks at once. Selections will be posted. If vacation time is not requested during this process open days will be on a first come first serve basis and shall normally be made 30 days in advance unless otherwise approved by the Sheriff or designee.

Upon resignation or termination for any reason, the employee shall receive vacation pay for all accrued, unused vacation.

Officially designated holidays falling within a period of vacation shall not be counted against vacation time.

ARTICLE 11 WAGES

Employees shall be paid according to the wage classification schedule found in Appendix I.

Call-Time is intended to compensate an employee for making a special trip to work. To qualify for call-in compensation, the employee's call-in time worked cannot be contiguous either before or after his or her regular scheduled work shift. Regular full time employees shall be guaranteed a minimum of one hour at time and one half of call-time. Call-time shall be counted as time worked when computing overtime.

Employees subpoenaed in a criminal/civil action related to their employment shall be paid their straight time hourly rate for all hours worked during their regularly scheduled work shift.

All hours worked off their regular scheduled work shift shall be compensated at one and one half (1½) times their hourly rate with a minimum of one hour.

ARTICLE 12 INSURANCE

The Employer agrees to pay the single premium for each eligible regular full-time employee for a Health and Major Medical, Dental and Vision Care group insurance program of the Employer's choice. If an employee elects to cover his/her eligible dependents, the Employer will pay 85% of the dependent premium (family minus single premium) coverage premium for the Group Health and Dental program. If an employee elects to cover his/her eligible dependents under the group vision care program, he/she may do so by paying the full cost of the dependent premium.

In addition, the Employer will pay the premium for a life insurance policy for each eligible Regular full-time employee.

The insurance program referred to in this contract shall be subject to all terms and conditions of the contract with the insurance carrier(s) selected by the Employer.

The parties agree to form a committee including at least one member ^{from} ~~form~~ the bargaining unit to review possible changes in the medical insurance provisions and make non-binding recommendations to the Board of Supervisors.

ARTICLE 13 JURY DUTY

All regular full-time employees shall be granted time off with pay for serving on jury duty. Employees shall be granted this time off only for the part of the workday required for the jury and employees must report for work within two (2) hour after being released from jury duty. Any jury duty pay less mileage pay received by an employee shall be forwarded to the Employer.

ARTICLE 14 FUNERAL LEAVE

Regular full time employee shall be eligible for up to five (5) days paid leave in the event of the death of a spouse or child. Three (3) days paid leave in the event of the death of a parent, sibling, grandparent, grandchild or corresponding in-laws. Only days absent which would have been compensable work days will be paid. The employee may request other accrued paid leave.

ARTICLE 15 UNIFORMS

Section 1 The Employer will provide uniforms and articles for uniformed employees not to exceed \$300.00 per year per employee.

Section 2 The Employer shall continue to provide each newly hired uniformed deputy with uniform sets as required by Chapter 337A of the 1993 Code of Iowa.

Section 3 The Employer will provide shoes of the employee's choice for deputies and jailers as needed to be used in work for the County up to \$100.00 per year.

Section 4 Subject to the approval of the Sheriff or his Designee, the Employer hereby agrees to reimburse employees up to \$50.00 per incident for loss or damage to personal property while on the performance of duty. This would include but not be limited to: glasses, watches, contact lenses, etc.

ARTICLE 16
COMPLETE AGREEMENT AND WAIVER OF BARGAINING

THIS AGREEMENT constitutes the entire agreement between the parties, and concludes collective bargaining for its term.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had unlimited right and opportunity to make demands and proposals with respect to any subject not removed by applicable law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties, for the life of this Agreement, voluntarily and being unqualified, waive any right which might otherwise exist to negotiate over any matter during the term of this Agreement, and agrees that the parties shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement.

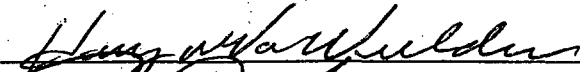

ARTICLE 17
DURATION

THIS AGREEMENT shall be in full force and effect for two year(s), from July 1, 2005 to and including June 30, 2007.

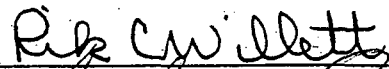


While this agreement covers the two year period noted above, the parties agree to open negotiations for only insurance and wages for the second year of the agreement beginning July 1, 2006.

Executed MARCH 22, 2005

FOR: Mahaska County, Iowa

FOR: Teamsters Local Union No. 238

APPENDIX 1

<u>Classification</u>	<u>July 1, 2005</u>	<u>July 1, 2006</u>
Civil Clerk	2.7% Across the Board	**
Jailers	2.7% Across the Board	**
Deputy	*	*
<p>*A. Sixty percent (60%) of Sheriff's pay for new hired Deputies who are not certified as a peace officer.</p> <p>*B. Seventy percent (70%) of Sheriff's pay for new hired Deputies who are certified peace officers.</p> <p>*C. Deputies receive a two percent (2%) increase each year on the Deputies anniversary date until reaching, but not exceeding, eighty percent (80%) of the Sheriff's pay.</p> <p>** Open for negotiations July 1, 2006</p>		